

RIGHT OF ENTRY

1. Through this Agreement, BQ ENERGY requests and Navy agrees to provide BQ ENERGY with access to the Property hereto during the Option Term to perform the necessary Project development planning, and studies, for the purposes of meeting project planning and regulatory requirements in addition to any other purposes deemed necessary by both Parties to the successful development of the Project.

2. BQ ENERGY shall coordinate and receive Navy approval for each entry to the Property. Navy is not under any obligation to grant the visit request if such request is inconvenient for Navy personnel or if such visit conflicts with the Navy's work activities in any way. Project planning shall be conducted, to the extent possible, with full regard for the needs of the Navy without unnecessary inconvenience or interference, that it will ensure that its representatives, agents and other contractors will comply with the rules and regulations of NS Newport regarding safety, access, security, and knowledge of visitors' activities.

3. Irrespective of any other provisions hereof, the Agreement shall not allow BQ ENERGY or any party acting on its behalf to alter the condition of the Property, other than reasonable boring or excavation holes in soil or pavement as required for Project development planning and studies. Further, BQ ENERGY shall not substantially interfere with or require the modification of any normal business activities occurring on NS Newport, including activities on the Property described in Exhibit "A".

4. The Navy does not represent any of the as-built or Property information provided to BQ ENERGY to be accurate.

5. Any boring and excavation holes and other Property disturbances, undertaken for Project development planning and studies, shall be repaired and restored to the same or better condition, with impermeable material where impermeable material has been disturbed, and without causing the release of hazardous substances, if any, to the environment.

6. Electronic copies of all soil reports and surveys shall be provided to the Navy at the completion of all Project planning.

7. BQ ENERGY shall, to the extent permitted under applicable law, indemnify and hold harmless the Government from, and defend Government against, any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or any other acts or omissions by BQ ENERGY, its officers, agents, employees, or contractors, or licensees, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under Federal, state, or local environmental laws. This Paragraph shall survive the termination of this Agreement and BQ ENERGY's obligations under this paragraph shall apply whenever Government incurs costs or liabilities for BQ ENERGY's actions.

IN WITNESS WHEREOF, the Parties have, on the respective dates set forth below, duly executed this Agreement:

GOVERNMENT

WITNESS:

**The UNITED STATES OF AMERICA, acting
by and through the Secretary of the Navy**

By: _____
WITNESS NAME

(Print Name)

Date: _____

By: _____
Real Estate Contracting Officer
NAVFACENGCOM, HQ _____

Date: _____

BQ ENERGY

WITNESS:

By: _____
WITNESS NAME
Title
(Print Name)

Date: _____

By: _____
Name:
Title:

Date: _____

I certify that the person who signed the Right of Entry on behalf of BQ ENERGY was then the duly elected or appointed officer indicated, and this Right of Entry was duly signed for and on behalf of BQ ENERGY of its governing body and is within the scope of its company powers.

Signature

(Corporate Seal)

Title

Date

**Exp.
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